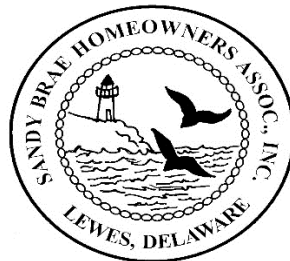




# Sandy Brae Homeowners Association

Governing Documents  
2017



PO Box 244 Nassau, Delaware 19969  
Web: [www.sandybraehoa.com](http://www.sandybraehoa.com)  
Email: [sandybraehoa.lewes.de@gmail.com](mailto:sandybraehoa.lewes.de@gmail.com)





## **SANDY BRAE HOMEOWNERS ASSOCIATION**

**PO BOX 244**

**NASSAU, DELAWARE 19969**

**Sandybraehoa.com**

### **WELCOME LETTER**

The Sandy Brae HOA and your neighbors hope you will be happy in your new home!

Sandy Brae, Original Section, was established in 1966 by Carl W. Lang and developed by Delbert Wilson. There is a memorial stone at the entrance of Oak Lane in Delbert's memory. Addition One was added as people discovered Sandy Brae's convenience to Lewes and Rehoboth Beach. More lots were sold and Addition Two & Three were eventually developed. There are 259 lots in our single family home community.

Sandy Brae is governed by a set of Restrictive Covenants and By-Laws. We have enclosed the most recent 2018 edition in case you did not receive one at settlement. We encourage you to read them and if you have any questions, do not hesitate to reach us at [sandybraehoa.lewes.de@gmail.com](mailto:sandybraehoa.lewes.de@gmail.com). In the event you will be renting your home, we have particular covenants for that and different forms that need to be filled out. If your new home is not your full time residence, please make sure you contact us with your mailing address and email so you get all our important information and communications. And don't forget to like us on facebook! Annual dues are \$100 and are paid by January 31<sup>st</sup>.

When you purchase a home in Sandy Brae you are automatically a member of the HOA and thereby agree to abide by all the Restrictive Covenants as well as all the Associations rules, regulations, policies, and procedures. Please visit our website, [www.sandybraehoa.com](http://www.sandybraehoa.com) where you can find more information about our community, Board of Director information, and upcoming events.

We are here to help you make a smooth transition into your new home and our community. Do not hesitate to reach out with any questions or concerns you might have.

Welcome to Sandy Brae and enjoy living in our wonderful beach community!

The Sandy Brae Board of Directors



# Sandy Brae Homeowners Association

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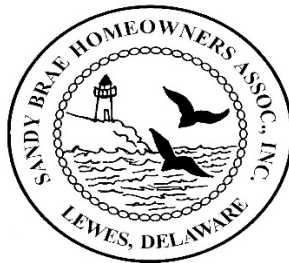
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# Declaration of Covenants

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PO Box 244 Nassau, Delaware 19969  
Web: [www.sandybraehoa.com](http://www.sandybraehoa.com)  
Email: [sandybraehoa.lewes.de@gmail.com](mailto:sandybraehoa.lewes.de@gmail.com)





Tax Map & Parcel Nos.  
3-34 6.00 356.00 through 477.00 (inclusive);  
3-34 6.00 554.00 through 631.00 (inclusive);  
3-34 6.00 633.00 through 681.00 (inclusive)

Prepared by & Return to:  
Steen, Waehler & Schrider-Fox, LLC  
P.O. Box 1398  
92 Atlantic Avenue, Unit B  
Ocean View, DE 19970  
MRSF

**AMENDED AND RESTATED  
RESTRICTIONS, RESERVATIONS AND RESTRICTIVE COVENANTS  
OF SANDY BRAE AND ALL ADDITIONS THERETO OF SANDY BRAE**

**WHEREAS**, the Sandy Brae Homeowners Association, Inc. (hereinafter the “Association”), and the members thereof, being owners of Lots in the Sandy Brae community, located in Lewes-Rehoboth Hundred, Sussex County, Delaware, are bound by the Modification and Revision of Restrictions, Reservations and Restrictive Covenants of Sandy Brae and All Additions Thereto of Sandy Brae, of record at the Office of the Recorder of Deeds, in and for Sussex County, Delaware, in Deed Book 3547, Page 57, et seq., dated February 5, 2008 (hereinafter referred to as the “Restrictions”); and

**WHEREAS**, the Restrictions may be amended by and with the vote or written consent of a simple majority of the then owners of all the lots and land areas located within Sandy Brae; and

**WHEREAS**, pursuant to the affirmative vote, taken between June, 2016 and May, 2017, of a simple majority of the then owners of all the lots and land areas located in Sandy Brae, amendments revising Sections 2, 5, 5A, 5B, 14, 15, 16 and 18 in the existing Restrictions have been adopted; and

**WHEREAS**, so that the lot owners may have one, convenient document to which they can refer concerning the restrictions and covenants for the community, the Association desires to amend and restate the Restrictions in their entirety by and through this recording;

**WHEREAS**, this amended and restated document integrates the recently approved amendments revising Sections 2, 5, 5A, 5B, 14, 15, 16 and 18 into the Restrictions with no further amendments of or changes to the Restrictions made other than those specifically identified (newly approved language is underlined in the affected sections).

**NOW THEREFORE**, the Sandy Brae Homeowners Association, Inc., pursuant to the authority recited above, does hereby amend the Restrictions in their entirety and substitutes in place thereof this Amended and Restated Restrictions, Reservations and Restrictive Covenants of Sandy Brae and All Additions Thereto of Sandy Brae:

## REVISED RESTRICTIONS AND COVENANTS OF SANDY BRAE

In order to insure the continuous development of Sandy Brae and all additions thereto as a residential area of high standards it shall be understood that whether or not specific provision is made in the conveyance of any lot or land area by any owner of such lot or land area unto any person or person, the owner, tenant or occupier of each and every lot or land area, by acceptance of title thereto, or by taking possession thereof, agrees to abide by the provisions of the Covenant. Furthermore, it shall be the responsibility of each new lot owner or occupier to be aware of the existence and comply with the provisions of these Covenants and of the restrictions therein.

1. Each lot or given land area located in said subdivision shall be limited and restricted to single family residential uses and purposes only, and shall not be further subdivided into two or more lots. No more than one single-family dwelling shall be erected or maintained on any lot.
2. No building shall be erected or placed or be used for any purpose whatever, upon any lot or land area, with the exception of (a) garages, (b) swimming pools, (c) detached sheds (as per the ARB established standards)\*, (d) temporary structures or shelters used in connection with and while construction is being carried out, said garages and swimming pools to be located as prescribed in Section 6 of this Covenant. No tent, shack, garage, barn or other type of non-approved buildings shall be used temporarily or permanently as a residence or living quarters. No trailer, mobile home, double wide or similar type of structure which moves to a building site on wheels attached to its own under carriage shall be utilized as a main or single family dwelling unit on any lot as shown on the recorded plot. All construction in Sandy Brae shall be only new stick built or new modular construction. Furthermore, all grantees, their successors or assigns, hereby assume all responsibility during construction, renovation, or landscaping of the dwelling placed on their lot, to maintain all streets, curbs and sidewalks, if any, and to repair same if they are damaged.

### **\*ARB SPECS FOR DETACHED SHEDS**

- Maximum size is 150 SF
  - Must be made out of treated wood or vinyl siding ONLY
  - No resin, rubber or metal sheds permitted
  - Colors should match the color of the house, as close as possible
  - Roofs must be shingled and shingles should match the house shingles, as close as possible
  - Can only be installed in either back corner of property & adhere to Sandy Brae setbacks
3. No lot within said subdivision shall be re-subdivided, sold or otherwise aliened in a lesser or smaller parcel. At the time of any conveyance of a lot within Sandy Brae, the Seller

and/or Buyer shall inform the Association of the Buyer's name, resident address and telephone number. Sandy Brae address and telephone number. Sandy Brae lot number and date of conveyance.

4. A land area of not less than one full lot, as shown in said plan of subdivision shall be provided for each dwelling house erected, altered or used for residential uses and purposes by the owner or occupant of any lot or land area located therein.
5. All dwellings to be erected shall have a square footage living area floor space, excluding all porches, basements, breezeways, stoops, carports, gazebos, detached garages, sheds, terraces and the like, of not less than 1400 square feet. Furthermore, all such dwellings shall have a roof pitch of four (4) feet on twelve (12) feet minimum and height restriction of twenty four (24) feet including rooftop decks, etc. and shall be erected on standard footings and constructed/assembled on site. No exterior construction as specified by the ARB form and policy shall commence until plans and specifications including dimensional sketches, plot plan, elevation of dwelling, showing location of dwelling on the lot and start and completion date of construction is submitted and approved in writing by the Board. In approval of such plans and specifications, the Board may take into consideration (1) the suitability of the proposed building or other structure and the materials of which it is to be built, (2) the site and lot size upon which it is proposed to erect same, (3) the harmony thereof with the surroundings, (4) the square footage of the structure compared to the lot size and (5) the effect of the building or the structure as planned on the outlook from the adjacent or neighboring properties and any and all factors which in its opinion would affect the desirability and suitability of such proposed erections, improvements or alteration or change, including the compatibility of the architectural style with the community as a whole.
  - 5A. [Deleted.]
  - 5B. [Deleted.]
  - 5C. All dwellings must have a designated driveway leading from the house or detached garage to the street. The driveway must be a minimum of 10 feet wide and shall be constructed with the following materials, or a reasonable substitution thereof, as approved by the Board: stone, gravel, brick, tar and chip, asphalt or concrete. Submission of plans and approvals by the Board shall be in accordance with Section 5 above.
  - 5D. All dwellings must have their five (5) digit 911 house numbers posted in readable numbers on the front of the dwelling, deck, or front porch and/or on their mailbox.
6. The building set-back lines for each lot shall be in accordance with said plan of subdivision and building set-back lines for side yards and rear lot of each lot shall be 10 feet and 25 feet, respectively. The front yard setback of the dwelling on all lots shall be a

minimum of forty (40) feet from the nearest right-of-way line. The set back for a corner lot where the side of the structure fronts on a street shall be forty (40) feet in accordance with Sussex County zoning regulations. Whenever two or more lots are acquired in single and separate ownership, and the same are devoted to use as a single building site, the interior side yard and /or interior rear yard set-back line or lines thereof, as the case may be, shall be applicable thereto only as to the common rear and/or side boundary line or lines between such lots or land area and the adjoining lots or land area held in other ownership.

7. Each lot in said subdivision is under and subject to such drainage and utility easements as are shown on said plan of subdivision.
8. All improved premises shall be connected to public sanitary sewer systems at the expense of the owner of such premises.
9. The elevation of any given lot or land area shall not be changed so as to materially affect the surface grade or the surrounding lots or land area and any elevation change shall require that the owner first obtain the prior approval in writing of the Board.
10. Nothing shall be done or maintained upon any lot, land area, road, drive, land, or other area within the subdivision which is an annoyance or nuisance to the neighborhood. There shall not be maintained upon any lot any plant, animal, device or thing of any sort the normal activities of which is in any way noxious, dangerous, unsightly, unpleasant, illegal or of such a nature as may diminish or destroy the enjoyment of the property owners. The following list of activities includes but does not limit uses and activities that are determined to be a nuisance and, accordingly, are prohibited activities: the discharge of weapons of any kind, including but not limited to guns, bows & arrows, knives, paintball items, fireworks, etc. that may cause property damage or personal injury to any lot owner or renter; the operation of go-carts, un-muffled motor bikes, or other loud-engine recreational vehicles; the keeping of animals or fowl, except domesticated cats and dogs, such domesticated animals to be secured in accordance with the regulations of the State of Delaware; the extension of solid or chain link fences, hedges or walls forward of the front building line; the keeping of junked vehicles, vehicles without current registration tags/licenses, vehicles requiring repair which are not housed within a garage, trucks with over two axles, tractors, commercial/recreational trailers and vehicles on a lot or adjacent streets, the keeping of boats, duck blinds or boat trailers, horse trailers and other recreations trailers forward of the front building line; the maintenance of vegetable gardens forward of the property line; the operation of exterior lights such as to be directed outward from the front property line; the parking of passenger vehicles and or trucks rear of the residential structure unless they are on a paved driveway to a detached garage; and deterioration due to neglect or any occupied lot, structure or dwelling. No vehicles, except as may be reasonably classified as passenger cars, station wagons, vans or pickup trucks of one ton or less shall be regularly parked upon any lot where they may be seen from the street on a long term and/or permanent basis. Vehicles must be kept on a paved driveway or within an enclosed garage, not on any property forward or to the sides of the front property line.

11. Once the construction or demolition of any building has been started, such construction or demolition thereof shall proceed without delay until the same is completed, unless such delay is attributable to a cause or causes beyond the control of the owner, builder or contractor, as the case may be. Board must be notified in writing by the owner stating attributable cause for delay. Cessation of work upon the construction or demolition of any building once started and before completion thereof for a continuous period of sixty (60) days shall be prima facie evidence of the attempt to abandon same in its partially completed or demolished state and the same shall be deemed to be a public nuisance. Once the construction, exterior remodeling or demolition of any building has started, the owner, builder or contractor has the obligation to bring in a debris dumpster or storage pod for the proper disposal of any/all debris due to construction and a portable toilet. Once construction plans have been approved, construction must commence pursuant to said approved plans within six (6) months of the date of approval. Failure to commence construction within six (6) months of the date of the approval of plans will void the approval and plans must be re-submitted to the Board. Once construction plans have been approved and construction has commenced, construction must be completed by the end of a period of one calendar year.
12. No advertising or display signs shall be permitted upon any lot or land area in said subdivision except (1) building contractors\* and sub-contractors' signs during construction, (2) "Model Home" signs, and signs advertising Sandy Brae with no limitation as to size thereof, and (3) "For Sale" or "For Rent" signs which may be displayed upon any given lot or land area if the area of such sign does not exceed 24 inches by 24 inches in size.
13. Individual owners of lots in said subdivision, do hereby covenant and agree to be responsible for the appearance of such lot or lots sold or otherwise conveyed to them, by cutting grass and brush and by removing trash and rubbish promptly. Should such owners fail to maintain the appearance of such lots, the Association reserves the right and privilege to enter upon said property for the purpose of maintaining the appearance of any improved or unimproved lots, the cost of which is to be borne by the lot owner or owners, as described herein below. This includes, but not limited, to the cutting of grass and trimming of bushes and trees, and removal of said yard debris. No noxious weeds or brush or accumulated trash of any kind shall be permitted to grow or be maintained upon any lot by the owner or occupier thereof. The Association or its successors and assigns may first notify the owner or occupier to cut and/or remove any such offending growth trash within thirty (30) days from the giving of such notice. Any such notice must be in writing. If the owner or occupier shall fail or neglect to comply with any such notice, then and in such an event, the Association or its successors shall be empowered to enter upon any such lot, together with such assistance and equipment as may be required and thereupon to cut and/or remove the same, all without being deemed a trespass and all at the expense of the owner of the lot. Such expenses shall be charged to the owner(s) of the Lot, and if not paid within sixty (60) days of invoicing, such expenses shall be charged as an assessment, together with costs of preparing and filing said assessment, as further provided in Section 17 herein below. This covenant shall not be construed as an

obligation on the part of the Association or its successors to provide garbage or trash removal services.

14. All persons who are owners of any lot or lots within Sandy Brae shall be members of the Sandy Brae Homeowners Association. The Sandy Brae Homeowners Association shall be governed by a Board of Directors in accordance with By-Laws adopted the Association and such Board of Directors shall consist of five (5) to nine (9) members, herein after referred to the Board of Directors. There shall be one vote cast per lot owned for each elected position, and the person receiving the highest number of votes shall be elected. Cumulative voting is not permitted. When more than one person holds an interest in a lot all such persons shall be members. The vote of such lot shall be exercised as the owners themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot. The elections are to be held in the first half of the month of June. Votes shall be cast for a maximum of nine (9) positions for members of the Board of Directors. Board terms shall be staggered so that five (5) members will be for two (2) year terms and four (4) members for one (1) year terms. Owners submitting their names as nominees will also submit the term for which they desire to serve. Voting ballots will include the name of the nominees and the number of years they agree to serve. The officers of the Association shall be then elected annually by those elected as members of the Board of Directors after each Annual Meeting. The Board of Directors will be governed by a set of By-Laws and charged with the responsibility of administering and enforcing all provisions of the Restrictive Covenants.
15. In the event any party owning lots or land areas in said subdivision, or his, her, or its heirs, successors or assigns, as the case may be, shall violate or attempt to violate any of the foregoing restrictions, revisions and amendments, covenants, limitations and conditions, while the same remain in force and effect, then and in such an event, it shall be lawful for any such person or persons, owning a legal interest in any Lot located in Sandy Brae including the SBHOA, to bring any proceedings or take any action either in law or in equity, against such violator or any of the foregoing limitations, reservations, restrictions, covenants and conditions, as may be appropriate to prevent or abate the violation thereof; or to recover damages resulting from such violation or attempted violation thereof. In addition, any lot owner found to be in violation of these covenants and restrictions or any amendment thereto by the SBHOA shall incur a fine. The fine shall be at the rate of \$25.00 per violation occurrence to be imposed thirty (30) days from the time written notice of the violation is given to the lot owner by the SBHOA. The fine shall accrue interest (at the prevailing rate of 1.5% per month) until the violation is corrected, as determined by the SBHOA. The expense and cost of enforcement by the Association shall be chargeable to the owner of the lot, including the cost of reasonable filing, court and/or attorney's fees. A lien on the lot will be placed after a non-compliance period of ninety (90) days from the initial date of the violation. In addition, the Homeowners Association may bring further legal action against the owner such as obtaining a judgment or foreclosure on the lot. Charges affixed to the lien and/or

judgment shall include the accrued fine amounts, interest on the assessment or fines and reasonable attorney's fees to be fixed by the court, together with the cost of the action. No owner of a lot may waive or otherwise escape liability for the fine provided for herein by non-use of the common areas or abandonment of his or her lot.

16. Each owner of any lot, by acceptance of a deed or other transfer document, whether or not it shall be expressly established in such Deed or other transfer document, or by any other method of inheritance or transfer, hereby covenants and agrees to pay annual association assessments to the SBHOA in the amount determined each fiscal year by the Board of Directors. Based on the projected annual expenses of the Association, the annual assessment amount may not be raised by the Board of Directors by an amount greater than twenty-five dollars (\$25.00) per year without a majority vote of the owners. Each yearly assessment shall be due and payable on or before January 1st of each year. A late fee of twenty-five dollars (\$25.00) along with a rebilling fee of ten dollars (\$10.00) will be assessed after January 30th of each year. Once the annual assessment is past due sixty (60) days from January 30th, the owner's account will be turned over to the Association's attorney for collection purposes. If payment is not received by the Association's attorney within thirty (30) days of a demand letter, the attorney shall then proceed with the filing of a lien on the property. Costs and reasonable attorney's fees, for the collection thereof, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. A personal obligation for delinquent assessment shall not pass to the owner's successor in title (other than as a lien on the land), unless expressly assumed by them. The assessments levied by the SBHOA shall be used for the purpose of governing the Association, enforcing the Restrictive Covenants, promoting the health, safety and welfare of the residents in Sandy Brae, the improvement and maintenance of the Common Areas and for services and expenses devoted to this purpose and related to the use and enjoyment of the Common Areas, including, but not limited to, payment of insurance and repair, and additions thereto, for the cost of labor, equipment, materials, management and supervision thereof, for operating reserve funds, and for such purposes as the Board of Directors of the Association deem appropriate.
17. In addition to the annual assessment authorized by Section 16 hereof, the Association may levy in any assessment year a special assessment (which may be fixed at one uniform rate for each lot) applicable to that year only, for the purpose of defraying in whole or in part the cost of any capital improvement or special expense of the Association, including but not limited to repair or replacement of any common area, including the entrance signs and landscaping, for which a reserve fund does not exist or is not adequate, provided that any such assessment shall have the assent of a majority of two-thirds of the votes of the members of the Board of Directors. Such special assessment shall not exceed the amount of the annual assessment.
18. [Deleted.]
19. The invalidating of any of the foregoing restrictions, limitations, covenants, reservations, or conditions, or any provision thereof, by any court of competent jurisdiction shall in no way affect or impair the full force and effect of any and all of the remaining provisions thereof, and in any such event, all such other reservations, limitations, restrictions, covenants, conditions and provisions as are not expressly invalidated shall remain in full force, effect and virtue.

20. Nothing contained [in] these Restrictions shall be construed in any manner as to impose upon the Association or the individual members of the Board of Directors of the Association, or then- successors or assigns, any liability whatsoever for conduct within the scope of authority of their position as a Director or for property damage and/or personal injury occurring to any person or persons whomsoever, or by reason of any use of any common areas or roads. Any and all persons using any such roads or common areas shall do so at their own risk and without any liability whatsoever on the part of the Association, the Directors or their respective successors or assigns.
21. These reservations, restrictions, covenants, and limitations shall run with the land.-and the title thereto, and the same shall be binding upon all the parties thereto, and upon all persons claiming thereunder, unless by the vote or the written consent of simple majority of the then owners of all the lots and land areas located within Sandy Brae, it shall be agreed to change or alter the same, either in whole or in part; and, upon taking any such vote or obtaining such written consent, the owner of each lot or land area in Sandy Brae shall have as many votes as he, she, it or they may own lots situated within Sandy Brae. When more than one person holds an interest in any lot, the vote of such lot shall be exercised as the owners themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot. Any such alteration, change, amendment, elimination or addition shall take effect when a copy thereof, executed and acknowledged by the Association or its successors in accord with the usual form of execution and acknowledgment of deeds, together with written consents of the requisite number of Owners, or, in the alternative, a written and notarized certificate of the President of the Association, or the Vice-President if the President is incapable, indicating the results of the vote and the dates of the balloting and the amendments approved, has been filed for record in the Office of the Recorder of Deeds, in and for Sussex County, and the same shall thereafter remain in effect in perpetuity unless otherwise provided.
22. Any owner of any lot in Sandy Brae may rent his or her property for the sole purpose of residential occupancy. Residences may be rented provided the lease term is twelve (12) months or greater. There will be no seasonal, summer or weekly rentals allowed in Sandy Brae. The individual owners of lots in said sub-division, do hereby covenant and agree to be responsible for ensuring renters of said lots are in compliance with the following renters guidelines:
- a. All leases shall be expressly subject to these Covenants and By-Laws, including but not limited to the use of the property for residential purposes only and shall be used as a single family dwelling as set out above.
  - b. No owner shall lease a property without using a written form of lease requiring the lessee to comply with SBHOA Covenants and By-Laws.
  - c. Owner shall furnish the renter with a current copy of SBHOA Covenants and By-Laws.
  - d. Owner shall furnish the SBHOA with a copy of the rental agreement detailing the renters full name and phone number.
  - e. Owner must abide by all Sussex County Planning and Zoning and Federal Housign laws. "Family" as defined by the Sussex County Zoning Code and as amended



allows a single person, or two or more persons related by blood or marriage or adoption occupying a dwelling unit, or not more than four (4) unrelated persons to be considered a family. Tenant must comply with all obligations imposed by applicable provisions of all municipal, county and state codes, regulations, ordinances and statu[t]es.

- f. No property shall be rented for transient or hotel purposes; no portion of any property may be leased for any specific time period; no tenant may sub-lease any portion of the property[.]
  - g. Tenant shall keep the premises clean and safe; dispose all rubbish, garbage and other waste in a clean and safe manner using a weekly commercial trash disposal pickup[.]
  - h. All communication concerning tenant behavior and condition of property is to be with the property owner only[.]
23. All homes in Sandy Brae are obligated to have window treatments; no towels, sheets, card board, newspapers, painted windows, etc. will be permitted as acceptable permanent window treatments.

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SIGNATURE PAGE FOLLOWS]



## Exhibit "A"

### **CERTIFICATION BY THE SANDY BRAE HOMEOWNERS ASSOCIATION, INC., PERTAINING TO THE ADOPTION OF AMENDED AND RESTATED RESTRICTIONS, RESERVATIONS AND RESTRICTIVE COVENANTS OF SANDY BRAE AND ALL ADDITIONS THERETO OF SANDY BRAE**

THE SANDY BRAE HOMEOWNERS ASSOCIATION, INC., a Delaware non-stock corporation, by and through its President, does hereby make this **CERTIFICATION**, which is made and kept in the regular course of business of the Association, as a regular practice of the Association to make this Certification, and as a regularly maintained business record, to certify that: (1) amendments to the Modification and Revision of Restrictions, Reservations and Restrictive Covenants of Sandy Brae and All Additions Thereto of Sandy Brae recorded in the Office of the Recorder of Deeds, in and for Sussex County, in Georgetown, Delaware, in Deed Book 3547, page 57, et seq., dated February 5, 2008 (hereinafter "Restrictions"), have been adopted revising Sections 2, 5, 5A, 5B, 14, 15, 16 and 18 in the existing Restrictions; and (2) said amendments have been incorporated into the Amended and Restated Restrictions, Reservations and Restrictive Covenants of Sandy Brae and All Additions Thereto of Sandy Brae to which this Certification is attached.

I, Robert Daniel, President of the Sandy Brae Homeowners Association, Inc., hereby certify that the Restrictions have been amended, as set out and described in the Amended and Restated Restrictions, Reservations and Restrictive Covenants of Sandy Brae and All Additions Thereto of Sandy Brae to which this Certification is attached, pursuant to the affirmative vote of a simple majority of the then owners of all the lots and land areas located in Sandy Brae, taken between June, 2016 and May, 2017. Pursuant to the authority and process established in the Restrictions, Section 21, the Restrictions may be amended by and with the affirmative vote of a simple majority of the then owners of all the lots and land areas located in Sandy Brae.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Sandy Brae Homeowners Association, Inc., has caused these presents to be signed and sealed by its President and attested by its Secretary on this 26<sup>th</sup> day of September A.D. 2017.

**SANDY BRAE HOMEOWNERS ASSOCIATION, INC.**

By: Robert Daniel  
Robert Daniel, President

(Corp. Seal)

Attest: J. Amy Deacon  
Secretary Vice President

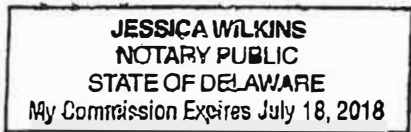
STATE OF Delaware :  
                                  :        ss.  
COUNTY OF Sussex  :

**BE IT REMEMBERED**, that on this 26<sup>th</sup> day of September A.D. 2017, personally came before me, The Subscriber, a Notary Public for the State and County aforesaid, Robert Daniel, President of the Sandy Brae Homeowners Association, Inc., a corporation of the State of Delaware, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his/her act and Deed, and the act and Deed of the said corporation; that the signature of the President is in his/her own proper handwriting; that the seal affixed is the common and corporate seal of the said corporation duly affixed by its authority; and that the act of signing, sealing, acknowledging and delivering the said Indenture was first duly authorized by resolution of the Board of Directors of the said corporation and by a simple majority of the then owners of all the lots and land areas located within Sandy Brae.

**GIVEN** under my Hand and Seal of Office, the day and year aforesaid.

Jessica Wilkins

Notary Public \_\_\_\_\_  
Type or Print Name of Notary Jessica Wilkins  
Commission Expires: July 18 2018

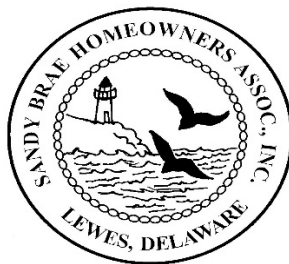


Recorder of Deeds  
Scott Dailey  
Sep 27, 2017 02:45P  
Sussex County  
Doc. Surcharge Paid

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# By-Laws

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Tax Map & Parcel Nos.  
3-34 6.00 356.00 through 477.00 (inclusive);  
3-34 6.00 554.00 through 631.00 (inclusive);  
3-34 6.00 633.00 through 681.00 (inclusive)

Prepared by & Return to:  
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MRSF

**BY - LAWS  
OF  
SANDY BRAE HOMEOWNERS ASSOCIATION, INC.**

**WHEREAS**, owners of lots in Sandy Brae, a subdivision located in Lewes-Rehoboth Hundred, Sussex County, Delaware, are members of the Sandy Brae Homeowners Association, Inc. (“Association”), a Delaware non-stock corporation, and, as members of said corporation, governed by a set of corporate By-Laws; and

**WHEREAS**, the By-Laws may be amended by and with the affirmative vote of owners holding at least a majority of the total votes of the Association; and

**WHEREAS**, the By-Laws for the Association have not been previously recorded at the Office of the Recorder of Deeds, in and for Sussex County, Delaware; and

**WHEREAS**, with this recording, the Association hereby places the By-Laws for the Association, as originally enacted and as recently amended by the vote of the membership, of record with the Office of the Recorder of Deeds, in and for Sussex County, Delaware; and

**WHEREAS**, the new language added as a result of the recent amendments made to the Bylaws is underlined and can be found in Article II, Paragraph (a); Article IV, Section 2; Article IV, Section 7; Article V, Paragraph (a); and Article V, Paragraph (d).

**NOW THEREFORE**, the Sandy Brae Homeowners Association, Inc., and the membership thereof, hereby place of record the By-Laws of Sandy Brae Homeowners Association, Inc., as recently amended by and with the affirmative vote of owners holding at least a majority of the total votes of the Association.

## ARTICLE I

### INTRODUCTION

These are the By-Laws of SANDY BRAE HOMEOWNERS ASSOCIATION, INC., a non-profit corporation organized and existing under the laws of the State of Delaware (hereinafter called "the Association"), which has been organized for the purpose of administering "SANDY BRAE DEVELOPMENT" (hereinafter "the Subdivision"). The Subdivision is identified by the name SANDY BRAE and is located in Lewes-Rehoboth Hundred, Sussex County, Delaware.

(a) All present and future owners, co-owners, tenants, future tenants, and their employees, invitees, licensees, and any other person that might use the lands of the Subdivision, or any of the facilities thereof in any manner, are subject to the regulations set forth in these By-Laws and in the Modification and Revision of Restrictions, Reservations and Restrictive Covenants of Sandy Brae and all Additions Thereto of Sandy Brae (hereinafter "Restrictions") as either, or both, may be amended or supplemented from time to time.

(b) The office of the Association shall be at such place as the Board of Directors of the Association may designate from time to time.

(c) The fiscal year of the Association shall begin on January 1 and end on December 31 of each year, unless changed by the Board of Directors of the Association as herein provided.

(d) The seal of the Association shall bear the name of the Association and the word "Delaware".

(e) There shall be no dividends or profits paid to any members nor shall any part of the income of the Association be distributed to its Board of Directors or officers. In the event that there are any excess receipts over disbursements, such excess shall be applied against future expenses. The Association shall not pay compensation to its members, directors or officers for services rendered. At any one time, the Board may retain a management firm and may contract with said firm to provide management for the Association to include, but not be limited to, the following services:

1. Financial services;
2. Administrative and clerical services; and
3. Maintenance services, to include providing of goods, materials, labor and equipment, personnel, supervision, contract labor, landscaping, and security.

Upon final dissolution and liquidation, the Association may make cash distribution to its members as is permitted by law or any court having jurisdiction thereof, and no such payment, benefit or distribution shall be deemed to be a dividend or distribution of income.



This Association shall issue no shares of stock of any kind or nature whatsoever. Membership in the Association and the transfer of that membership as well as the number of members and their respective votes shall be in accordance with the terms and conditions of the Restrictions.

## ARTICLE II

### MEMBERSHIP, VOTING, QUORUM, PROXIES

(a) All persons who are owners as defined in the Restrictions shall be members of this Association, provided, however, that no non-owner, tenant, sub-lessee, or assignee shall be a member, nor have voting rights in this Association. Each new property owner shall, within twenty (20) days of acquiring title to a lot in Sandy Brac, inform the Association of the owner's name(s), address and telephone number. The rights and privileges of membership, including the rights to vote and to hold an office in the Association, may be exercised by all persons who are owners as defined in the Restrictions, but in no event shall more than one (1) vote be cast for each lot. Any membership shall automatically terminate when an owner, as defined herein, is no longer seized and vested with title to any real property within the Subdivision.

(b) Except as provided in the Restrictions in the case of voting on capital assessments, the quorum at members' meetings shall consist of persons present and proxies entitled to cast one-third (1/3) of the votes of the entire membership. The proxy of a member shall constitute the presence of such person for the purpose of determining a quorum.

(c) The vote of the owners of the lot owned by more than one person, other than tenants by the entireties or by a corporation or other entity, shall be cast by the person named in a certificate signed by all of the owners of the lot and filed with the Secretary of the Association, and such certificate shall be valid until revoked by subsequent certificate.

(d) At all meetings of members, each member may vote in person or by proxy. Proxies must be filed with the Secretary before or at the time of the meeting. Every proxy shall be revocable and shall automatically cease upon the conveyance by the member of his lot. No proxy shall be valid after two months from its date, unless otherwise provided in the proxy.

(e) Approval or disapproval by an owner upon any matters, whether or not the subject of an Association meeting, shall be by the same person who is authorized to cast the vote of such owner at an Association meeting.

(f) Except where otherwise required under the provisions of the Certificate of Incorporation of the Association, these By-Laws, and/or Restrictions, the affirmative vote of the owners holding at least a majority of the total votes cast at a meeting at which a quorum is present shall be binding upon the members.

### ARTICLE III

#### ANNUAL AND SPECIAL MEETINGS OF MEMBERS

(a) The annual members' meeting shall be held at a location in Lewes, Delaware or such other place as may be designated by the Board of Directors, in the first half of the month of June of each year for the purpose of transacting any business authorized to be transacted by the members, unless said date is amended by a majority vote of the membership present at a validly conducted meeting.

(b) Special members' meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from the members of the Association owning a majority of the outstanding votes.

(c) Notice of all members' meetings, regular or special, shall be given by the President, Vice President, or Secretary of the Association, or other officers of the Association in the absence of said officers, to each member. Unless waived in writing, such notice shall be written or printed and may appear in a newsletter to the members and shall state the time and place and object for which the meeting is called. Such notice shall be given to each member not less than ten (10) days nor more than sixty (60) days prior to the date set for such meeting, which notice shall be mailed or presented personally to each member within said time. If mailed, such notice shall be deemed properly given when deposited in the United States mail addressed to the member at such member's post office address as it appears on the records of the Association, the postage thereon prepaid. Any member may waive such notice by written waiver of notice signed by such member. If a quorum has not been established at any meeting, the members present may adjourn the meeting until a quorum is present.

(d) At meetings of the membership, the President shall preside, or in the absence of the President, the Vice President. In the event that both are absent, the members present may select a chairman.

(e) The order of business at annual members' meetings, and, as far as practicable, at any other members' meeting, shall be:

- i. Record attendees, certify proxies and verify quorum
- ii. Proof of notice of meeting or waiver of notice
- iii. Reading of minutes
- iv. Reports of officers
- v. Reports of committees
- vi. Unfinished business
- vii. New business and/or elections
- viii. Adjournment

## ARTICLE IV

### BOARD OF DIRECTORS

Section 1. Number. The affairs of the Association shall be managed by a Board of Directors ("Board") consisting of five (5) to nine (9) members, herein after referred to as the Board of Directors, elected by the majority of lot owners.

Section 2. Term of Office. After the first meeting, votes shall be cast for a maximum of nine (9) positions for members of the Board of Directors. Board terms shall be staggered so that five (5) members will be for two (2) year terms and four (4) members for one (1) year terms.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association or by a two-thirds vote of the Board of Directors. In the event of death, resignation, vacancy or removal of a director, such director's successor shall be selected by the majority vote of the remaining members of the Board and shall serve for the unexpired term of such director's predecessor.

Section 4. Compensation. No director shall receive compensation for any service such director shall render to the Association as a director. However, a director may be hired to render services and every director shall be reimbursed for such director's actual expenses incurred in the performance of such director's duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting of the directors which they could take at a meeting by obtaining the written approval of all of the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

### Nomination and Election of Directors

Section 6. Nomination. Nomination for election to the Board of Directors shall be by a nominating committee which is appointed by the Board of Directors, or by submission of the names of candidates prior to the date of the annual meeting. Such nominations may be made by a member with the written consent of the nominees. All nominations must be received by the Board at least sixty (60) days prior to the date of election.

Section 7. Elections. Election to the Board of Directors shall be by written ballot. There shall be one vote cast per lot owned. When more than one person holds an interest in any lot all such persons shall be members. The vote of such lot shall be exercised as the owners themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot. The elections are to be held in the first half of the month of June unless said date is amended as provided for in Article III. Votes shall be cast for the positions of members of the Board of Directors.

At such election, the members or their proxies may cast, in respect to every vacancy, one (1) vote for each lot owned (subject to any contrary provisions of the Restrictions). The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

### **Meeting of Directors**

Section 8. **Regular Meetings.** Regular meetings of the Board of Directors shall be held as needed, at such place and hour as may be fixed from time to time by the Board.

Section 9. **Special Meetings.** Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days notice to each director mailed or presented personally to such director within such time.

Section 10. **Quorum.** A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board. If any director's meeting cannot be organized because a quorum has not attended, the directors who are present may adjourn the meeting from time to time until a quorum, or the required percentage of attendance if greater than a quorum, is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

### **Powers and Duties of the Board of Directors**

Section 11. **Powers.** The Board of Directors shall manage and direct the affairs of the Association and may exercise all of the powers of the Association subject only to approval by the owners when such is specifically required by the Restrictions or these By-Laws. The Board of Directors shall exercise such duties and responsibilities as shall be incumbent upon it by law, the Restrictions or these By-Laws, or as it may deem necessary or appropriate in the exercise of its powers. Without limiting the generality of the foregoing, the Board of Directors shall have full power.

(a) To prepare and adopt a budget; make, levy and collect assessments against members and members' lots to defray the cost of the common areas and facilities of the subdivision; and to sue the proceeds of said assessments in the exercise of the powers and duties granted unto the Association;

(b) To carry out the maintenance, care, upkeep, repair, replacement, operation, surveillance and management of the common areas of the subdivision so long as such regulations or amendments thereto do not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Restrictions;

(c) To carry out the reconstruction of improvements after casualty or other loss and make improvements to the common areas and other property, real and personal;

- (d) To make and amend regulations governing the use of the common areas of the subdivision so long as such regulations or amendments thereto do not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Restrictions;
- (e) To operate, lease, manage and otherwise deal with property, real and personal, including lots in the subdivision, as may be necessary or convenient in the operating and management of the Association;
- (f) To enforce by legal means the provisions of the Certificate of Incorporation and By-Laws of the Association, the Restrictions and the regulations hereinafter promulgated governing use of the property in the Subdivision;
- (g) To pay all taxes and assessments which are liens against any part of the Subdivision other than lots and the appurtenances thereto, and to assess the same against the members and their respective lots subject to such liens;
- (h) To carry insurance for the protection of the Subdivision, the members of the Association, the Board of Directors, and the Association against casualty, liability and other risks;
- (i) To pay all costs of power, water, sewer and other utility services rendered to the Association and not billed to the owners of the separate lots;
- (j) To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association as well as to dismiss said personnel;
- (k) To adopt and publish rules and regulations governing the use of the common areas and other facilities of the Association, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (l) To suspend the voting rights and other privileges of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice until the infraction is corrected.
- (m) To exercise for the Association all powers, duties and authority vested in or delegated to this Association by the Restrictions and not reserved to the membership by other provisions of these By-Laws or the Certificate of Incorporation;
- (n) To declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors, except in cases of illness or extended travel;
- (o) To employ a manager, a managing agent, an independent contractor, or such other employees or agents as they deem necessary, and to prescribe their duties;

Section 12. Duties. It shall be the duty of the Board of Directors to:

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-half (1/2) of the members who are entitled to vote;
- (b) Supervise all officers, agents and employees of the Association;
- (c) Establish and maintain financial books and records;
- (d) Assess the annual assessment in accordance with the Restrictions;
- (e) If necessary, assess such proportional share of an assessment in accordance with the Restrictions;
- (f) Send written notice of each assessment to every lot owner, at least thirty (30) days in advance of each annual assessment period, and levy all such assessments as liens;
- (g) Collect assessments at regular intervals as determined in its discretion;
- (h) Procure and maintain liability and fire and other hazard insurance on property owned by the Association;
- (i) Cause all officers or employees having fiscal responsibility to be bonded, as it may deem appropriate;
- (j) Cause the common areas to be maintained as hereinbefore provided;
- (k) Have a management agent for any of the above.

Section 13. Meeting Location. Notwithstanding anything contained in these By-Laws to the contrary any meeting of members or directors may be held at any place within the subdivision of Sandy Brae, the town of Lewes or within the State of Delaware.

Section 14. Actions Without Meetings. To the extent now or from time to time hereafter permitted by the laws of Delaware, the Directors may take action without holding a meeting, provided a record of any such action so taken, signed by each director, shall be retained in the Association's minute book and given equal dignity of all persons with the minutes of meetings duly called and held.

Section 15. Indemnity. The Association shall indemnify each director and officer, their heirs, executors and administrators, against all loss, damages, costs or expenses of any type reasonably incurred by him in connection with any action, suit, or proceeding to which type are made a party by reason of their being or having been a directors or officer of the Association,

except as to such matters wherein they shall be finally adjudged liable of gross negligence or willful misconduct. The Board may obtain for the Association directors and officers liability insurance coverage in such amounts as the Board deems necessary and appropriate.

## **ARTICLE V**

### **OFFICERS**

(a) The executive officers of the Association shall be the President, Vice President, Treasurer and Secretary and from (0) to (5) members at Large. The officers of the Association shall be elected annually by those elected as members of the Board of Directors after each Annual Meeting. The Board of Directors may from time to time elect other officers and designate their powers and duties.

(b) The President shall be the chief executive officer of the Association. The President shall have all the powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the members from time to time, as the President may in the President's discretion determine appropriate, to assist in the conduct of the affairs of the Association.

(c) The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of President, and shall generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.

(d) [Deleted.]

(e) The Secretary shall keep the minutes of all proceedings of the directors and the members. The Secretary shall attend to the giving and service of all notices to the members and directors, and other notices required by law. The Secretary shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. The Secretary shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the Secretary of an Association and as may be required by the directors or President.

(f) The Treasurer shall have custody of all of the property of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep the assessment rolls and accounts of members, shall keep the books of the Association in accordance with good accounting practices, and shall perform all other duties incident to the office of the Treasurer.

(g) No member of the Board shall receive any compensation for acting as such, but may be reimbursed for necessary expenses incurred in regard to service as a Board member, as approved by the Board from time to time. This provision shall not preclude the Board of Directors from employing a director as an employee of the Association, nor preclude contracting with a director for management of the Association.

## ARTICLE VI

### FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth below in these By-Laws and in the Restrictions, shall be supplemented by the following provisions:

(a) The assessment roll shall be maintained in a set of accounting books and/or computer data base and such record shall designate the name and address of the owner(s) or ownership/control entity, the amount of each assessment against each category set forth immediately hereinabove, the dates and amount in which assessments come due, the amounts paid upon the account and the balance due upon assessments.

(b) The Board of Directors shall adopt a budget for each fiscal year which shall contain estimates of the cost of performing the functions of the Association, including, but not limited to, the following items:

Common Expense Budget, which shall include without limiting the generality of the foregoing, the estimated amounts necessary for maintenance, repair and/or replacement of: (i) all buildings and other improvements located within the Association's common areas; (ii) all roads (not dedicated to the public), walks, trails, landscaped common areas or within easements; (iii) such security systems, utility lines, pipes, plumbing, wires, conduits and related systems which are a part of the service district, public or private utility or other person; (iv) all lawns, trees shrubs, hedges, grass and other landscaping situated within the subdivision but not on lots as it may be constituted from time to time; and (v) recreational amenities, if any.

(c) The Board of Directors shall determine the method of payment of such assessments and the due dates thereof in accordance with the restrictive covenants and shall notify the members thereof.

(d) The depository of the Association shall be such bank or banks as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the directors.

(e) The Treasurer shall prepare an annual report of the financial affairs of the Association. Examination of the accounts of the Association by an independent certified public accountant shall be made when deemed necessary by the Board.

(f) Fidelity bonds may be required by the Board of Directors for all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the directors. The premiums of such bonds shall be paid by the Association.



## **ARTICLE VII**

### **PARLIAMENTARY RULES**

Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and these By-Laws or with the statutes of the State of Delaware.

## **ARTICLE VIII**

### **AMENDMENTS TO BY-LAWS**

Amendments to these By-Laws shall be proposed and adopted in the following manner:

(a) Amendments to these By-Laws may be proposed by the Board of Directors of the Association acting upon vote of the majority of the directors, or by members of the Association holding a majority of the total votes of the Association, whether meeting as members or by instrument in writing signed by them.

(b) Upon any amendment or amendments to these By-Laws being proposed by said Board of Directors or members, such proposed amendments shall be transmitted to the President of the Association, or other officer of the Association in absence of the President, who shall thereupon call a special joint meeting of the members of the Board of Directors of the Association and the membership for a date not sooner than twenty (20) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a special meeting of the members.

(c) In order for such amendment or amendments to become effective, the same must be approved by owners holding at least a majority of the total votes of the Association.

## **ARTICLE IX**

### **INSURANCE AND CASUALTY LOSSES**

#### Section 1. Insurance.

(a) The Board of Directors or its duly authorized agents may have the authority to and may obtain and continue in effect adequate property insurance, in such form as the Board deems appropriate, for the benefit of the Association and insuring all improvements in and to any common areas against loss or damage by fire or other hazards, including, without limitation, extended coverage, flood, vandalism, and malicious mischief, such coverage to be in an amount sufficient to cover the full replacement cost (without depreciation, to include anticipated costs of demolition and clearing prior to building, but subject to such deductible levels as are deemed reasonable by the Board) of any repair or reconstruction in the event of damage or destruction from any such hazard.

(b) The Board or its duly authorized agents shall have the authority and may obtain and continue in effect a public liability policy covering all the common areas and all damage or injury caused by the negligence of the Association, its members, its directors and officers, or any of its agents. Such public liability policy may provide such coverages as are determined to be necessary by the Board of Directors.

(c) The Board or its duly authorized agents shall have the authority and may obtain:  
(i) worker's compensation insurance to the extent necessary to comply with any applicable law; and (ii) such other types and amounts of insurance as may be determined by the Board to be necessary or desirable.

(d) All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association as trustee for each of the owners and costs of all such coverage shall be a common expense. Exclusive authority to adjust losses under policies obtained by the Association and hereafter in force with respect to the Subdivision shall be vested in the Board of Directors.

(e) All policies shall be written with a company holding a rating that is acceptable to the Board.

(f) All property insurance policies shall be for the benefit of the Association, owners and owner's mortgagees, if applicable, as their interests may appear.

(g) It shall be the individual responsibility of each owner at such owner's expense to provide, as such owner sees fit, liability and property damage insurance, title insurance and other insurance with respect to such owner's own lot.

## **ARTICLE X**

### **ASSESSMENTS**

The assessments for common expenses provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the owners and occupants of the subdivision, and maintaining the subdivision and improvements therein.

## **ARTICLE XI**

### **DEFINITIONS**

All terms defined in the Restrictions shall have the same meaning in these By-Laws as in the Restrictions.

**ARTICLE XII**

**CONFLICTS**

In the event of any conflict between the provisions of the Restrictions and the provisions of these By-Laws, the provisions of the Restrictions shall control.

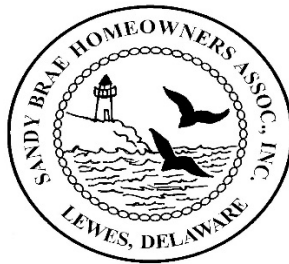
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# Original Articles of Incorporation

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PO Box 244 Nassau, Delaware 19969  
Web: [www.sandybraehoa.com](http://www.sandybraehoa.com)  
Email: [sandybraehoa.lewes.de@gmail.com](mailto:sandybraehoa.lewes.de@gmail.com)



CERTIFICATE OF INCORPORATION  
OF  
SANDY BRAE HOMEOWNERS ASSOCIATION, INC.

**FIRST:** The name of the corporation is SANDY BRAE HOMEOWNERS ASSOCIATION, INC.

**SECOND:** The registered office of the corporation in the State of Delaware is to be located at 120 South Bedford Street, Georgetown, Delaware 19947, and the Registered Agent in charge thereof shall be Robert V. Witsil, Jr., Esq. The principal place of business shall be the Sandy Brae Homeowners Association, Inc., which address is PO Box 335, Lewes DE 19958-0335.

**THIRD:** This corporation is not organized for profit and shall have no authority to issue capital stock.

**FOURTH:** The general purposes and objectives for which this corporation is organized and the powers which it shall have are to maintain, operate and administer the common areas and community facilities in SANDY BRAE and such property which may from time to time be annexed thereto; to enforce the covenants, restrictions, easements, charges and liens provided in the Declaration of Covenants, Conditions and Restrictions to be enforced by the Association; to assess, collect and disburse the charges created under the Declaration, all in the manner set forth in, and subject to the provisions of the Declaration; and to exercise all powers and privileges and to perform all duties and obligations of the Association under the Declaration.

**FIFTH:** This Corporation shall have the following general powers and any and all other powers which are now or may hereafter be granted by law to non-profit corporations organized under the General Corporation Law of the State of Delaware:

(a) For the purposes of the corporation as hereinabove stated, and not for pecuniary profit, to acquire by Deed, Will, or otherwise, and to hold, own, build, deal, mortgage or otherwise give liens against, and to lease, sell, exchange, transfer or in any other manner dispose of real or personal property of every kind and description;

(b) For the purposes of this corporation which are hereinabove stated, and not for pecuniary profit, to enter into, make and perform contracts of every kind for every lawful purpose with any person, firm or corporation, or association, municipal body politic, boundary, territory, state or any subdivision thereof, colony or dependency; and without limitation, as to amount, to borrow or raise money, to make, accept, endorse, discount, execute, sell and issue promissory notes, drafts, bills of exchange, warranties, bonds, debentures and other instruments, whether negotiable or non-negotiable, transferable or non-transferable, and whether secured by mortgage, pledge or otherwise, as may be permitted by the laws of the State of Delaware for a non-stock, non-profit corporation.

**SIXTH:** It is the intention that each of the objectives, purposes and powers specified in the Certificate shall, except when otherwise specified, be nowise limited or restricted by reference or to inference from the terms of any other provisions of this Certificate of Incorporation, or that the objectives, purposes and enumeration of specific purposes and powers shall not be construed to restrict in any manner the general purposes and powers of this corporation.

**SEVENTH:** The name and address of the Incorporator is as follows: Robert V. Witsil, Jr., Esquire, 120 South Bedford Street, Georgetown, Delaware 19947.

**EIGHTH:** This corporation shall have perpetual existence.

**NINTH:** The private property of the members of this corporation shall not be subject to the payment of the debts of this corporation to any extent whatsoever.

**TENTH:** Business and affairs of this corporation shall be conducted by the members



and such officers as shall be elected and empowered according to the By-Laws.

**ELEVENTH:** Meetings of the members may be held at such time and places as may from time to time be prescribed by the By-Laws.

**TWELFTH:** This corporation reserves the right to amend, alter, or repeal any provisions contained in the Certificate of Incorporation in the manner now or hereafter prescribed by the statutes of the State of Delaware; and all rights and powers conferred on the members and officers herein are granted subject to this reservation.

**THIRTEENTH:** No real property in this corporation, shall upon dissolution of this corporation inure to any member of this corporation. In the event of dissolution, the real property of this corporation shall be distributed to such other non-profit, non-stock corporations or organizations which shall have similar purposes and objectives as this corporation, which distribution shall be approved by the Board of Directors. Upon final dissolution and liquidation, the Association may make cash distribution to its members as is permitted by law or any Court having jurisdiction thereof, and no such payment, benefit or distribution shall be deemed to be a dividend or distribution of income.

**FOURTEENTH:** No part of the net revenue of this corporation shall inure to the benefit of any member thereof.

**FIFTEENTH:** Provisions relating to the members of this corporation are:

(1) Members of this corporation shall be every owner of a lot in SANDY BRAE, a restricted subdivision in Lewes and Rehoboth Hundred, Sussex County, Delaware, as more fully set forth in the Declaration of Covenants, Conditions and Restrictions of record in Deed Book 703, Page 964, in the Recorder of Deeds in and for Sussex County, Delaware, together with all subsequent amendments thereto which will appear of record in the aforesaid Office of the Recorder

of Deeds; and a plot of said subdivision being found of record in the Office of the Recorder of Deeds, in and for Sussex County, Delaware, in Plot Book 3, Page 24 and Amendments thereto, provided, however, that any such person or entity which holds a lien or security interest on an owner's interest in a lot for the performance of an obligation shall not be a member unless and until such person or entity has succeeded to such owner's interest by enforcement of such lien or security.

(2) The Association shall have one class of voting membership, Class A. Class A members shall be property owners, designated on a deed of conveyance, who shall be entitled to one vote for each lot. When more than one person holds an interest in any lot, all such persons shall be members, the vote of such lot shall be exercised as the owners themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.

(3) The Board of Directors of the Corporation may suspend any person from membership in the corporation during any period of time when such person is in default of any of his obligations under the Declaration (including, without limitation, the failure to pay any assessment), provided that such default has continued uncured for a period of thirty (30) days after written notice thereof to such member.

(4) The members of the corporation shall have the right to vote for the election and removal of directors and upon such other matters in accordance with the By-Laws of the Corporation.

(5) Members of the Corporation shall be members for so long as they are the record legal title holder of a lot or unit in SANDY BRAE as their ownership is evidenced by a Deed of record in the Office of the Recorder of Deeds in and for Sussex County.

**SIXTEENTH:** Reference is made to Section 145 (and any other relevant provisions) of the General Corporation Law of the State of Delaware. Particular reference is made to the class of

persons (hereinafter called "Indemnities") who may be indemnified by a corporation incorporated under the laws of the State of Delaware pursuant to the provisions of such Section 145, namely, any person (or the heirs, executors or administrators of such person) who has or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a director, officer, employee or agent of such corporation, or is or was serving at the request of said corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise. The corporation shall (and is hereby obligated to), indemnify the Indemnities, and (i) in each and every situation where the corporation is obligated to make such indemnification pursuant to the aforesaid statutory provisions, and (ii) in each and every situation where, under the aforesaid statutory provision, the corporation is not obligated, but is nevertheless permitted or empowered, to make such indemnification, it being understood, with respect to any situation under this clause (ii), that the corporation shall promptly make or cause to be made, by any of the methods referred to in subsection (d) of such Section 145, a determination as to whether such Indemnitee acted in good faith and in a manner such Indemnitee reasonably believed to be in or not opposed to the best interests of the corporation, and, in the case of any criminal action or proceeding, had reasonable cause to believe that such Indemnitee's conduct was unlawful.

I, **THE UNDERSIGNED**, for the purpose of forming a corporation under the Laws of the State of Delaware, do make, file and record this Certificate and do declare that the facts herein stated are true, and that I have accordingly hereunto set my Hand and Seal this 25<sup>th</sup> day of July, 2003.

**IN THE PRESENCE OF:**

*Faith Kuty*  
Witness

*[Signature]* (SEAL)  
Robert V. Witsil, Jr., Esq.

**STATE OF DELAWARE** :  
: SS  
**COUNTY OF SUSSEX** :

**BE IT REMEMBERED**, that on this 25<sup>th</sup> day of July, 2003, personally came before me, the subscriber, a Notary Public for the State and County aforesaid, **ROBERT V. WITSIL, JR., ESQ.**, party to the foregoing Certificate of Incorporation, known to me personally to be such and acknowledges that said Certificate is his act and deed and that the facts stated herein are true.

**GIVEN** under my hand and seal of office the day year first above written.

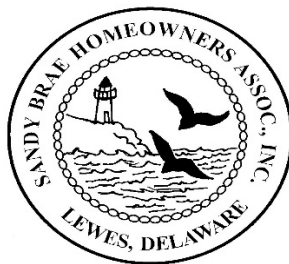
*Sharon R. Chamberland*  
Notary Public

SHARON R. CHAMBERLAND  
NOTARY PUBLIC  
STATE OF DELAWARE  
My commission expires Mar. 20, 2005

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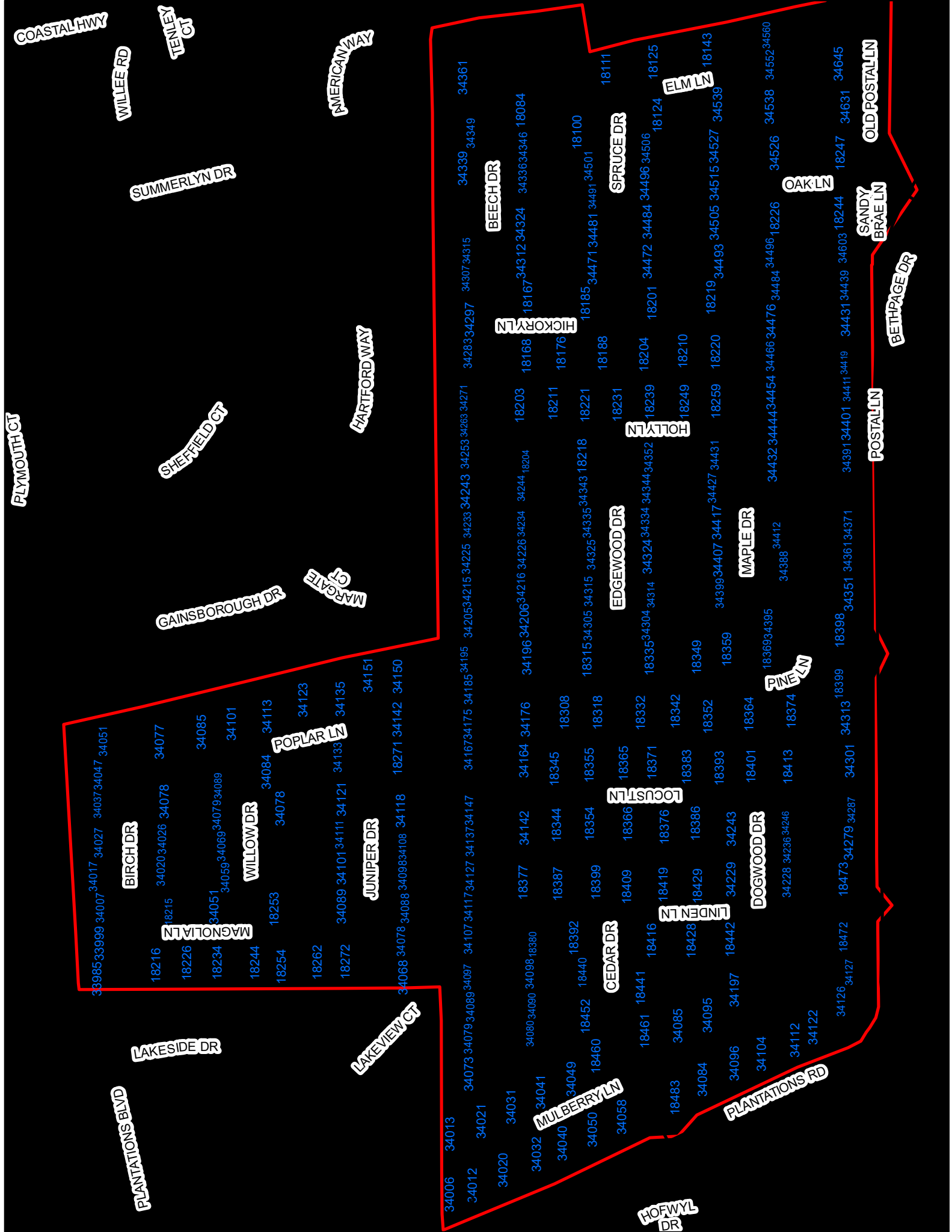
# Community Map

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PO Box 244 Nassau, Delaware 19969  
Web: [www.sandybraehoa.com](http://www.sandybraehoa.com)  
Email: [sandybraehoa.lewes.de@gmail.com](mailto:sandybraehoa.lewes.de@gmail.com)





33985 33999 34007 34017 34027 34037 34047 34051

**BIRCH DR**

18216 18215 18226 18234 18244 18254 18262 18272

**MAGNOLIA LN**

**WILLOW DR**

34020 34026 34078 34085 34101 34051 34059 34069 34079 34089

**POPLAR LN**

**JUNIPER DR**

34113 34123 34133 34135 34151 18271 34142 34150

**LAKESIDE DR**

**LAKEVIEW CT**

**PLANTATIONS BLVD**

34006 34013 34012 34021 34020 34031 34032 34041 34040 34049 34050 34058 18483 34084 34095 34096 34104 34112 34122 34126 34127 18472 18473 34279 34287 34301 34313 18399 18398 34351 34361 34371

**MULBERRY LN**

**CEDAR DR**

**LOCUST LN**

**DOGWOOD DR**

**PLANTATIONS RD**

34073 34079 34089 34097 34107 34117 34127 34137 34147 34167 34175 34185 34195 34205 34215 34225 34233 34243 34253 34263 34271 34283 34297 34307 34315 34339 34349 34361

**DOGWOOD DR**

**LOCUST LN**

**DOGWOOD DR**

**EDGEWOOD DR**

**MAPLE DR**

**HICKORY LN**

**BEECH DR**

**ELM LN**

**CEDAR DR**

**LOCUST LN**

**DOGWOOD DR**

**EDGEWOOD DR**

**MAPLE DR**

**HICKORY LN**

**BEECH DR**

**ELM LN**

**HOFWYL DR**

**LINDEN LN**

**DOGWOOD DR**

**EDGEWOOD DR**

**MAPLE DR**

**HICKORY LN**

**BEECH DR**

**ELM LN**

**PINE LN**

**MAPLE DR**

**MAPLE DR**

**HICKORY LN**

**BEECH DR**

**ELM LN**

**OAK LN**

**POSTAL LN**

**POSTAL LN**

**BETHPAGE DR**

**SANDY BRAE LN**

**OLD POSTAL LN**

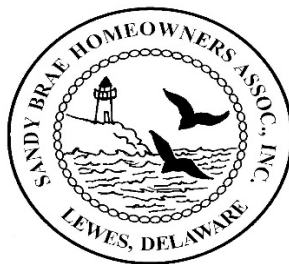




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# Architectural Review Form

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PO Box 244 Nassau, Delaware 19969  
Web: [www.sandybraehoa.com](http://www.sandybraehoa.com)  
Email: [sandybraehoa.lewes.de@gmail.com](mailto:sandybraehoa.lewes.de@gmail.com)



**SANDY BRAE HOMEOWNERS ASSOCIATION  
ARCHITECTURAL REVIEW FORM**

Please complete and return application with all required attachments within (30) days before start of project.

Applications without all the required information will be considered incomplete and your project will not be allowed to proceed. No contracts should be signed with a contractor/worker before a decision letter has been sent to you.

Applications will be reviewed by the Architectural Review Committee, presented to the HOA Board, and a decision letter will be sent to you within 30 days from the date on the application form.

If you have any questions now or during this process, please call the Sandy Brae Homeowners Association ARC chair, 682-3986 .

**When an ARC Application is required?**

- An application must be submitted when a resident is planning any work or changes on the exterior of the home, when debris containers will be in the driveway for interior projects and when any equipment will be on the property for any length of time for special interior projects (PODS, back hoe, porta pottys, etc).
- Any proposed exterior additions, changes, or alterations to your lot must have a detailed application submitted as outlined in the following pages
- This requirement also includes any landscaping, adding beds, trees or shrubs that would have an impact on the original typography or drainage of your lot.
- Please note, the streets in Sandy Brae are not owned by the HOA and are subject to all DelDot regulations regarding driveway entrances, swells, and the typography within their set back.

**What is the process?**

- At least thirty (30) days before start of project, resident submits forms to the Sandy Brae HOA.
- Application goes to the ARC Committee for review then to the HOA Board for final approval.
- Resident receives a decision letter in writing within thirty (30) days after a completed application is received.
- Resident is responsible for obtaining all correct permits and displaying them during construction.
- Resident is under obligation to perform the work as described in the application or a stop work order will be issued immediately.
- Resident receives telephone call from Architectural Committee to set up initial on-site visit.
- On-site visits will be made periodically throughout the construction.
- Before completion, resident must call the ARC Chair for final onsite visit to insure everything is in compliance with the application.
- Residents and all contractors/workers are required to work with the setback of the lot as outlined in the Sandy Brae HOA covenants. **Sussex County codes do not apply.**
- Resident has one year to complete a project.

**Application Requirements (where applicable):**

- Drawing showing project specifications (size, dimensions and location); provide copy of property site plan
- Complete Description of Materials/Plantings
- Color/Finish
- Manufacturer's Information
- Picture(s)
- List all dumpsters, storage units, porta potty, etc. that will be on the property and for what length of time.

**Modification(s)-check all applicable:**

- \_\_\_\_\_ Porch (screened or enclosed)
- \_\_\_\_\_ Garage
- \_\_\_\_\_ Shed (must meet all of the requirements as listed below)
  - Sheds can only be installed in either back corner of the property and adhere to the Sandy Brae HOA setbacks (25 feet from the rear and 10 feet from the side of the property line)
  - Only one shed per lot
  - Sheds must only be made out of wood with vinyl siding and shingled roofs
  - Vinyl and shingles must match the color of the house as much as possible
  - NO resin, Rubbermaid, or metal sheds are allowed
  - Maximum size of the shed is 150 square feet
- \_\_\_\_\_ Driveway/Walkway (if different than original or existing structure)
- \_\_\_\_\_ Deck
- \_\_\_\_\_ House Color(s)
- \_\_\_\_\_ Roofs (if different than original or existing structure)
- \_\_\_\_\_ Doors (if different than original or existing structure)
- \_\_\_\_\_ Windows (if different than original or existing structure)
- \_\_\_\_\_ Patio
- \_\_\_\_\_ Fence
- \_\_\_\_\_ Play Set/Equipment
- \_\_\_\_\_ Pool/Hot Tub
- \_\_\_\_\_ Outdoor Shower (attached to the home)
- \_\_\_\_\_ Trash Bin Enclosure
- \_\_\_\_\_ Any other external addition to original or existing structure (please specify)

**CONTRACTOR’S REQUIREMENTS:**

Contractor’s Name: \_\_\_\_\_  
 Business Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_

- Provide copy of Certificate of Liability Insurance (Acord Form 25)
- Provide copy of current, valid Business License
- Abide and comply with all Community Rules, Regulations and Restrictions
- Maintain safety lines/tapes/barricades around open footings and install silt fences where applicable
- Maintain a clean, neat and orderly environment of building materials, equipment and construction in process
- Pick up and discard all refuse and debris daily in a covered dumpster or commercial refuse container or remove from the project entirely

Note: Contractors will be cited for any area of deficiency and/or non-compliance. Failure to correct the situation may result in the prohibition of further work in the community.

**Application Submission - Send the application and all necessary attachments detailed by:**

**Sandy Brae HOA, PO Box 244, Nassau, Delaware 19969 (USPS Mail)**

**HOMEOWNER INFORMATION AND AGREEMENT**

NAME \_\_\_\_\_

SB ADDRESS \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

CONTACT PHONE NUMBER \_\_\_\_\_

CONTACT EMAIL ADDRESS \_\_\_\_\_

I, the property owner, of \_\_\_\_\_ in Sandy Brae, do understand and agree that I will abide by and follow all the requirements as outlined in this Architectural Application. I understand and agree that I and my contractors/workers must comply with the rules, regulations, and restrictions of the Sandy Brae HOA or be subject to penalty. That what I have presented for consideration is true and accurate and will be done accordingly.

I, the property owner, do also understand and agree that I may be subject to penalty if my Contractor fails to comply with Community Rules, Regulations and Restrictions and any of the requirements outlines in this document.

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

**ADMINISTRATIVE SECTION (Do Not Complete)**

\_\_\_\_\_  
Date Received

\_\_\_\_\_  
Date Sent to ARC

\_\_\_\_\_  
Date Approved by ARC/Signed by Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date Sent to the Board

\_\_\_\_\_  
Date Approved by the Board

\_\_\_\_\_  
Date Letter Sent to Owner

\_\_\_\_\_  
Date of Initial On-Site Visit

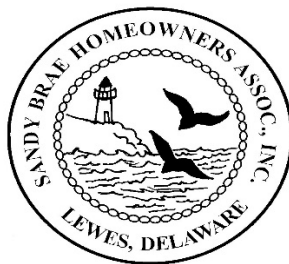
\_\_\_\_\_  
Date of Final On-Site Visit



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# Rental Form

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PO Box 244 Nassau, Delaware 19969  
Web: [www.sandybraehoa.com](http://www.sandybraehoa.com)  
Email: [sandybraehoa.lewes.de@gmail.com](mailto:sandybraehoa.lewes.de@gmail.com)





**SANDY BRAE RENTAL FORM**

Per the Sandy Brae Declaration of Covenants, Section 22, any owner who rents his/her unit may do so under the following conditions:

- Lease term is twelve (12) months or greater; no seasonal, summer or weekly rentals are permitted
- All leases shall be expressly subject to the Sandy Brae Covenants & By-Laws
- All leases must be used for residential purposes only and as single family dwellings
- Owner must furnish renter with copy of SBHOA Covenants & By-Laws
- All communication will be with the owner, however we want to include the renter in community information, so their contact information is important
- ***This includes any time you change tenants, renew leases or sign new leases***

Owner(s) Name(s) \_\_\_\_\_

Owner(s) Mailing Address \_\_\_\_\_

Owner(s) Phone Numbers \_\_\_\_\_

Owner(s) Email Addresses \_\_\_\_\_

Sandy Brae Address \_\_\_\_\_

Rental Terms \_\_\_\_\_ Start Date \_\_\_\_\_ End Date

Tenant(s) Name(s) \_\_\_\_\_

Total Number of Occupants \_\_\_\_\_

Tenant(s) Phone Numbers \_\_\_\_\_

Tenant(s) Email Addresses \_\_\_\_\_

If you use the services of a realtor to manage and rent your home in Sandy Brae:

Realtor Name \_\_\_\_\_

Realtor Address \_\_\_\_\_

Realtor Phone Numbers \_\_\_\_\_

Realtor Email Address \_\_\_\_\_

**Mail this form to:  
SANDY BRAE HOMEOWNERS ASSOCIATION  
PO BOX 244, NASSAU, DE 19969**